no provision for the disposition of a surplus remaining after all debts of the bankrupt are paid in full. Therefore, as to such a surplus, the court is remitted to ordinary equitable principles, and it is equitable that the bankrupt should get the surplus only after the trustee has paid the creditors the interest on their claims up to the date of payment. A similar result was reached under the Act of 1867, under a former English act, and under several state insolvency laws. *In re Hagan*, Fed. Cas., No. 5898; *Bromley* v. *Goodere*, 1 Atk. 75; *Williams* v. *American Bank*, 45 Mass. 317. In the only other case involving the distribution of a surplus under the present act, this point seems to have been assumed. *Re Osborn's Sons & Co.*, 177 Fed. 184.

CARRIERS — PERSONAL INJURIES TO PASSENGERS — DUTY TO PROTECT FROM ARREST. — The plaintiff was a passenger in a sleeping car on the defendant's train. Public officers, having information that a person suspected of having committed murder in Indiana was in the berth occupied by the plaintiff, boarded the train in New York, and showed their police badges to the conductor, who pointed out the plaintiff's berth. The plaintiff was arrested without a warrant and removed from the train, but was released the following day. *Held*, that the defendant is not liable. *Burton* v. *New York, etc. R. Co.*, 46 N. Y. L. J. 1287 (N. Y., App. Div., Dec., 1911).

Although the carrier is bound legally to use the highest degree of care practicable to protect passengers, it is not an insurer of their safety. *Boyce* v. *Anderson*, 2 Pet. (U. S.) 150; *Wright* v. *Chicago, B. & Q. R. Co.*, 4 Colo. App. 102, 35 Pac. 196. The majority opinion in the principal case, proceeding on the ground that the arrest was valid, coincides with settled law that the carrier owes no duty to interfere with the lawful arrest of a passenger. See *Brunswick & Western R. Co.* v. *Pouder*, 117 Ga. 63, 43 S. E. 430, 431. It would seem that the carrier owes no greater duty of protection from unlawful arrest by officers having apparent authority. See *Duggan* v. *Baltimore & Ohio R.*, 159 Pa. St. 248, 255, 28 Atl. 182, 185. The carrier is not negligent in submitting to the demands of officers whose duty it is to enforce the laws. *Mayfield* v. *St. Louis, I. M. & S. Ry. Co.*, 97 Ark. 24, 133 S. W. 168. See 2 HUTCHINSON, CARRIERS, 3 ed., § 987. To hold otherwise would impose upon the carrier the precarious duty of passing on the right of a legal officer to make an arrest. *Bowden* v. *Atlantic Coast Line R. Co.*, 144 N. C. 28, 56 S. E. 558. The argument of the dissenting judge is based partly on the analogy of attachment of goods in the hands of the carrier, who is protected only if the process is valid. *Edwards* v. *White Line Transit Co.*, 104 Mass. 159. It is submitted that this ignores the distinction between the liability of the carrier of goods and that of the carrier of passengers.

CONFLICT OF LAWS — SITUS OF CHOSES IN ACTION — ATTACHMENT OF STOCK CERTIFICATES. — The plaintiff brought an action in Kentucky and recovered judgment against the defendant A., a resident of New York. The plaintiff, in proceedings under a Kentucky statute, served a writ of attachment on the defendant B., a Delaware corporation having its principal office, its books, its plant, and all its assets in Kentucky. The attachment covered a certificate for stock transferred to B. by A. in fraud of creditors, and also stock, the certificate for which A. himself held in New York. *Held*, that the attachment is valid as to all the shares. *Bowman* v. *Breyfogle*, 140 S. W. 694 (Ky.).

As a corporation exists only at its domicile, its stock should be attachable there alone, irrespective of the location of the certificates. *Ireland* v. *Globe Milling and Reduction Co.*, 19 R. I. 180, 32 Atl. 921; *Christmas* v. *Biddle*, 13 Pa. St. 223; *Smith* v. *Downey*, 8 Ind. App. 179. Two courts, however, hold the contrary view, considering that stock certificates are now generally treated